

HMK/mhb CH 7776

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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FEDERAL INSURANCE COMPANY,  
AND SRA INTERNATIONAL INC.

Plaintiffs,

07 CIV 9652 (MGC)  
ECF CASE

-against-

ADCOM EXPRESS INC. d/b/a  
ADCOM WORLDWIDE

**COMPLAINT**

Defendant.

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Plaintiffs through their attorneys KINGSLEY, KINGSLEY & CALKINS allege for their complaint herein:

AS AND FOR A FIRST CAUSE OF ACTION

1. This is a claim arising under the Court's Federal question jurisdiction with respect to the interstate carriage of goods by surface motor common carrier, pursuant to 28 U.S.C. §1331, and under the Interstate Commerce Act and 49 U.S.C. §14706, and under the Court's diversity and pendent jurisdiction with respect to the remaining aspects of the claim.

2. Plaintiffs are the owners or duly authorized representatives of the owners or underwriters or subrogated underwriters of a cargo of computers, racks and related parts in new good order and condition shipped from Fairfax, VA to Huntsville, AL on or about February 18, 2004, on board defendant's truck and other conveyances, and for which bill of lading and receipt no. 2401239 was issued by or on behalf of defendant.

3. Defendant was the motor common carrier, freight forwarder, broker, operator, terminal operator, common carrier by air and by land, and bailee for hire with respect to the cargo described above which was carried and kept aboard the defendant's inland conveyances, terminals and warehouse by defendant.

4. The cargo described above was lost and damaged by defendant due to the fault, neglect, deviation, tort, tortious interference with contract, breach of warranty and contract, statutory violations, salvage expenses, and conversion of defendant, its agents and servants, and delivered by defendant in non-conforming condition, mis-delivered and non-delivered.

5. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

6. Plaintiffs' damages are in excess of \$135,000.00.

#### AS AND FOR A SECOND CAUSE OF ACTION

7. Plaintiffs repeat and reallege paragraphs 1 through 6 as if set forth herein at length.

8. On or about February 18, 2004, plaintiff SRA declared the value accepted defendant's offer, and requested insurance coverage for the subject shipment by entering the figure of "\$75,000" under Insurance Amount in the Added Protection section of Adcom's bill of lading and receipt no. 2401239.

9. Upon information and belief, Adcom unilaterally and without justification or authorization, failed and/or refused to provide the requested insurance coverage for

the subject shipment.

10. By reason of Adcom's failure and/or refusal to provide the requested insurance coverage, plaintiffs were deprived of the Added Protection offered by Adcom for this shipment, and caused to suffer damages in the amount of \$75,000.00, no part of which has been paid although duly demanded.

WHEREFORE, plaintiffs demand judgment in an amount exceeding \$135,000.00 on the first cause of action, and demand judgment in the amount of \$75,000 on the second cause of action, plus interest and costs against the aforesaid defendant.

Dated: October 31, 2007

KINGSLEY, KINGSLEY & CALKINS  
Attorneys for Plaintiff

BY:\_\_\_\_\_  
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